

**BEFORE THE
GOVERNING BOARD
CHARTER OAK UNIFIED SCHOOL DISTRICT**

In the Matter of the Accusations Against:

**The Certificated Employees Listed in
Attachment 1,**

Respondents.

OAH No. 2009030039

PROPOSED DECISION

This matter was heard by Eric Sawyer, Administrative Law Judge, Office of Administrative Hearings, State of California, on April 16 and May 20, 2009, in Covina, California.

Margaret A. Chidester, Esq., Law Offices of Margaret A. Chidester & Associates, represented the Charter Oak Unified School District (District).

Respondent Valenzuela was present on the first hearing day and represented herself; she was not present on the second hearing day. Amanda R. Canning, Esq., Schwartz, Steinsapir, Dohrmann & Sommers LLP, represented the remaining Respondents, except for Respondents Collins, Didier, A. Lopez, Perry, Relf, Sanchez, Sunyogh, Venzke and Volkov.

Because Respondents could not complete presentation of their evidence during the initial hearing date scheduled for this matter, Ms. Canning moved to continue the matter pursuant to Education Code section 44949, subdivision (e), in order to schedule more hearing time. The motion was granted pursuant to Government Code section 11524. Therefore, the statutory deadlines of Education Code sections 44949, subdivision (c), and 44955, subdivision (c), have been extended by 34 calendar days.

After the hearing concluded, the record remained open for the submission of closing briefs, which were timely received and marked (the District's as exhibit 14, Respondents' as exhibit W). The record was closed and the matter was submitted for decision upon receipt of the briefs on May 26, 2009.

FACTUAL FINDINGS

Parties and Jurisdiction

1. Gloria Cortez, the District's Assistant Superintendent, Human Resources, made and filed the Accusations in her official capacity.
2. Respondents at all times relevant were certificated District employees.

3. On March 5, 2009, the Governing Board of the District (Board) adopted Resolution No. 06-08-09, which recommended a reduction or discontinuation of particular kinds of services for the 2009-2010 school year.

4. On or before March 15, 2009, Respondents were given written notice pursuant to Education Code sections 44949 and 44955 that their services will not be required for the following school year. Some of the Respondents have been classified as temporary employees. Temporary certificated employees are not subject to the provisions of Education Code sections 44949 and 44955. However, the District provided the Respondents classified as temporary employees with layoff notices as a matter of precaution, in case it is determined in this proceeding that they have permanent or probationary status. The Respondents who have been classified as temporary employees are denoted by a “t” next to their names on Attachment 1.

5. The District seeks to exempt a number of certificated employees, including many of the Respondents, from the order of layoff. Those Respondents were given precautionary notices which advised them that the District would seek their exemption in this proceeding. The employees who received the precautionary notices are denoted by an “x” next to their names on Attachment 1.

6. Each Respondent was thereafter timely served with an Accusation and copies of pertinent provisions of the Government and Education Codes.

7. Each Respondent timely submitted a Notice of Defense, which contained a request for the hearing that ensued.

The District’s Layoff Decision

8. Resolution No. 06-08-09 specifically provides for the reduction or elimination of the following particular kinds of services:

<u>Particular Kinds of Service (PKS)</u>	<u>Full-Time Equivalent (F.T.E.) Positions</u>
(1.1) K-6 Grade Classroom Instruction	(17 F.T.E.)
(1.2) 7-8 Grade Math Instruction	(1.0 F.T.E.)
(1.3) 7-8 Grade English Instruction	(1.0 F.T.E.)
(1.4) 7-8 Grade Science Instruction	(1.0 F.T.E.)
(1.5) 7-8 Grade Social Science Instruction	(1.0 F.T.E.)
(1.6) 9-12 Grade English Instruction	(1.8 F.T.E.)
(1.7) 9-12 Grade Math Instruction	(1.8 F.T.E.)
(1.8) 9-12 Grade Independent Study Prog. Instruction	(6.0 F.T.E.)
(1.9) K-12 Grade Counseling Services	(1.0 F.T.E.)
(2.0) K-12 Grade Special Education Instruction	(3.0 F.T.E.)
(2.1) School Psychologist	(.40 F.T.E.)
(2.2) Spring Kindergarten	(.50 F.T.E.)

(2.3) 9-12 Grade Home Economics Instruction	(1.0 F.T.E.)
(2.4) Aurora Hospital Instruction	(.20 F.T.E.)
=====	
TOTAL	36.7 F.T.E.

9. The services identified in Resolution No. 06-08-09 are particular kinds of services as described in Education Code section 44955.

10. (A) Prior to adoption of Resolution No. 06-08-09, the District considered known positively assured attrition. According to Assistant Superintendent Cortez, the District thereafter continued to consider positively assured attrition as it occurred, even as late as the hearing of this matter.

(B) However, the District did not account for the positively assured attrition of two permanent multiple subject teachers who resigned earlier this school year, i.e. Danielle Whaley and Christopher Rubio. Assistant Superintendent Cortez became aware of their resignations on January 1, 2009, and March 6, 2009, respectively; and the Board approved their resignations on February 5, 2009, and March 19, 2009, respectively.¹ Assistant Superintendent Cortez’s explanation why these two positions should not be considered positively assured attrition was not convincing. The fact that the two teachers were on extended leaves of absence and replaced by temporary teachers during the school year does not mean that their positions do not exist for purposes of this layoff proceeding. A school district has the right to replace a teacher on extended leave with a temporary teacher pursuant to Education Code section 44920. The operation of that statute still does not remove the teaching position in question; it simply facilitates replacement of personnel. There is no reason apparent to conclude that a final separation from employment with a school district can or should be treated differently because the teacher in question was on an extended leave of absence. The District should have accounted for the resignations of Whaley and Rubio in determining the number and order of the layoffs. The two vacant positions attributed to Whaley and Rubio should be used to reduce the number of permanent and probationary staff affected by this proceeding, meaning, the two most senior Respondents with multiple subject credentials should no longer be subject to layoff.

¹ In a PKS layoff such as this, a governing board need only consider positively assured attrition that occurred prior to the March 15th layoff notice deadline, not thereafter. (*San Jose Teachers Association v. Allen* (1983) 144 Cal.App.3d 627, 635.) However, since the District in this case has decided to consider positively assured attrition subsequent to the deadline, the fact that the Board approved Mr. Rubio’s resignation just after the layoff notices were initially served on Respondents does not negate his resignation from being deemed positively assured attrition.

(C) Assistant Superintendent Cortez testified that Sandy Moore, who held a .6 FTE position in physical science, submitted her resignation prior to the second hearing date. However, it was not established whether the Board has accepted the resignation yet or whether it is final. Given the timing of this proposed separation and the lack of proof that the Board has accepted it, this transaction cannot be deemed to be positively assured attrition.²

11. The reduction or elimination of the 36.7 FTE positions will not reduce services below mandated levels.

12. The decision to reduce the above-described particular kinds of services was based on a fiscal solvency problem created by the current state budget crisis, as well as financial problems caused by declining enrollment in some of the District's schools.

13. (A) The District maintains a Seniority List containing employees' seniority dates, current assignments and locations, credentials and authorizations. The District used the Seniority List to develop a proposed layoff and "bumping" list of the least senior employees currently assigned in the various services being reduced. The District then determined whether the least senior employees held other credentials entitling them to "bump" other employees. In determining who would be subject to layoff for each kind of particular service reduced, the District counted the number of reductions not covered by the known vacancies, and determined the impact on incumbent staff in inverse order of seniority.

(B) On the eve of the first hearing date, the District presented Respondents with a revised, annotated Seniority List. As a result of questions raised during Assistant Superintendent Cortez's cross-examination during the first hearing day, the District subsequently reviewed and revised its Seniority List by correcting the seniority dates and status of some of the Respondents, including some of those who were the subject of cross-examination. On the eve of the second hearing date, the District presented Respondents with a second annotated Seniority List.

(C) While the lateness in which the Seniority Lists were presented to Respondents visa-vie the hearing dates was regrettable, it was not established that the District acted arbitrarily or capriciously in the manner in which it prepared or used the Seniority Lists in this matter.³

² It was established that Respondent McCabe is the most senior Respondent who is credentialed and qualified to teach this .6 FTE position. Should Ms. Moore's resignation become permanent and be approved by the Board, and should the Board decide to consider this transaction to constitute positively assured attrition, the Board may rescind Respondent McCabe's layoff by .6 FTE.

³ Pursuant to Education Code section 44846, a school district has a duty "to correct any errors discovered from time to time in its records showing the order of employment."

(D) Respondents' contention is not persuasive that they were deprived of due process by the manner in which the District proceeded with its Seniority List.⁴ It was clear from the cross-examination of Assistant Superintendent Cortez and their closing brief that Respondents were prepared to address the issues raised by the Seniority List presented in this case. There is no basis to disregard the Seniority List or dismiss this case, as Respondents request.

(E) With some exceptions noted below, the information on the Seniority List is accurate.

14. Pursuant to Resolution No. 06-08-09 (exhibit "A" to the resolution), the Board identified four types of positions to be exempted from the order of certificated layoff, due to "special training, experience, or credential that others with more seniority do not possess," and on that basis, intended to deviate from the usual order of terminating certificated employees on the basis of seniority (also known as "skipping").⁵

15. Resolution No. 06-08-09 also established tie-breaking criteria to determine the relative seniority of certificated employees who first rendered paid service on the same date (exhibit "B" to the resolution). The tie-breaking criteria were used in this matter to resolve ties in seniority amongst certificated personnel. The validity or application of the tie-breaking process is not subject to dispute in this matter.

Rescinded Layoffs

16. During the hearing, the parties stipulated that the District would rescind the Accusation against Respondent Lauren Morris. There is no dispute as to that rescission.

⁴ The key question of due process in the context of an administrative proceeding is whether a respondent is provided with reasonable notice of the contentions supporting the requested action, provided with notice of the time and place of hearing, and afforded a fair hearing. (*Gray v. Medical Board of California* (2005) 125 Cal.App.4th 629, 637.) Respondents cited no legal authority supporting their contention that they were deprived of due process by the manner in which the District proceeded in this case.

⁵ The only dispute regarding the District's proposed "skips" pertains to Respondent Elizabeth Alva. While Respondents contend that the District is attempting to skip her from the order of layoff, it is clear from the District's brief that she is being exempted from layoff as a matter of competency (pursuant to an authorization to teach in an alternative school pursuant to Education Code section 44865) that no more senior Respondent has, which is an issue of bumping and not skipping. This issue is addressed below in the discussion pertaining to Respondent Alva.

17. During the initial hearing day, the District stated on the record that it would partially rescind layoff notices as to some Respondents because their 1.0 FTE positions were only partially bumped by more senior employees. Those Respondents were Elizabeth Alva, with a .8 FTE rescinded; Virginia De Anda, with a .4 FTE rescinded; Michelle Mackay, with a .2 FTE rescinded; and Victoria Raus, with a .2 FTE rescinded. Those Respondents conferred with their counsel and agreed on the record to the partial rescissions.

18. Those Respondents were advised a short time before the second hearing day that the District intended to rescind those partial rescissions. During the second hearing day, the District's counsel stated on the record that the District would not believe it was bound by the partial rescissions in light of the corrections made to the Seniority List described above, the result of which changed the status and seniority dates of those involved so as to make them still subject to layoff, except for Respondent Alva who would be exempted and thus retained in a 1.0 FTE position.

19. Respondents contend that there is no legal basis to relieve the District from what they deem to be legally binding agreements between the parties on the first hearing day. However, that argument was rejected when the second hearing day commenced, and it was ruled on the record that the District was not bound by the partial rescissions announced on the first hearing day. Therefore, Respondents' argument in their closing brief is rejected.

20. Respondents also contend that the District is estopped from renegeing on the partial rescissions.⁶ However, the involved Respondents did not establish one of the elements required to apply estoppel, i.e. detrimental reliance. Although the four subject Respondents testified that they either stopped their job searches or were less aggressive in going about that process after hearing of the partial rescissions on the first hearing day, none of them established that they had either taken on detrimental financial considerations or were detrimentally affected in their job searches. Many of the Respondents acknowledged that in light of the general economic downturn and the fact that most other school districts are also laying off teachers, the employment prospects in teaching are bleak. Respondents' estoppel argument is therefore rejected.

Individual Respondents

21. Gail Shea. The parties agree that Respondent Shea is entitled to a corrected seniority date of September 1, 2004. However, she is still subject to layoff even with this adjustment.

⁶ Estoppel may be invoked when a party establishes the following elements: (1) the party to be estopped must be apprised of the facts; (2) she must intend that her conduct shall be acted upon, or must so act that the party asserting the estoppel had a right to believe it was so intended; (3) the other party must be ignorant of the true state of facts; and (4) the other party must rely upon the conduct to her injury." (*Crumpler v. Board of Administrators* (1973) 32 Cal.App.3d 567, 581.)

22. Amy Drake. The District corrected Respondent Drake's status from temporary to probationary 2, and she was given an earlier seniority date of August 29, 2007, because the District did not have in its file a signed temporary contract on or before her first day of service.⁷ However, she is still subject to layoff even with these adjustments.

23. Valerie Lopez. The District corrected Respondent Lopez's seniority date to January 15, 2004, because she also began her service before her first contract was signed. With her greater seniority, the District does not propose to subject her to layoff. However, she contends her seniority date should be further adjusted based on prior substitute teaching. That experience was as a day-to-day substitute. For the reasons asserted in the District's brief, it was not established that Respondent Lopez's seniority date should be adjusted again.

24. Cheryl Wallace. The District corrected Respondent Wallace's seniority date to August 28, 2002, because she also began her service before her first contract was signed. Her status remains as a probationary 2 employee. As a probationary employee, she is subject to layoff before permanent teachers, and therefore, she is still subject to layoff.

25. Virginia De Anda. In the Seniority List the District presented on the first hearing day, Respondent De Anda was listed as a permanent employee and given a seniority date of September 15, 2004. In its revised Seniority List, the District corrected her status to probationary and corrected her seniority date to August 30, 2006. It was established that the District's corrections were appropriate. Respondent De Anda was initially hired under a contract to work as a temporary teacher with a 40 percent assignment for the 2004-2005 school year. Within the first two weeks of service, she was reassigned to a 100 percent assignment to replace a teacher on leave. She was not given a contract for her new assignment, though no evidence suggests that her temporary status had changed by reason of the new assignment. Under the circumstances, it was not established that the *Kavanaugh* case mandates adjusting her status from temporary to probationary for that school year. In 2005-2006, Respondent De Anda was given a temporary contract for a categorical assignment. In 2006-2007, she was given another long-term substitute assignment. Because she was offered a probationary contract in the fall of 2007, the District gave her credit for the immediately preceding school year (2006-2007) for purposes of her tenure, since she worked at least 75 percent of the preceding school year. Therefore, the District properly deemed her seniority date to be August 30, 2006, which was her first date of paid service for the school year preceding her first year of probationary service. Respondent De Anda is therefore still subject to layoff.

⁷ The District felt compelled to take that action pursuant to the case of *Kavanaugh v. West Sonoma County Union High School Dist.* (2003) 29 Cal.4th 911, 916-917, in which it was held that the classification of "probationary" is the default classification, i.e. school districts are to classify all teachers as probationary who are not otherwise required by the Education Code to be classified as permanent, temporary, or substitute. In this case, the relevant teachers began teaching without a contract specifying their classification. Pursuant to *Kavanaugh*, the District deemed them to be probationary employees by default.

26. Sarah Brady. Respondent Brady was properly classified by the District as a temporary employee. She was hired in February of 2006 to replace a teacher on leave. She signed a contract on February 6, 2006, affirming her temporary status, and began her service the next day. Although at the time she had an emergency permit, her classification as a temporary employee was the result of her filling in for the teacher on leave and not due to the fact that she had less than a full credential. Since she had notice that her position was a temporary one before she began her service, the District properly determined that the *Kavanaugh* case did not apply to her. Moreover, since her temporary status was not related to her having only an emergency permit, the case of *Bakersfield Elementary Teachers Assn. v. Bakersfield City School District* (2006) 145 Cal.App.4th 1260 does not apply to her either.⁸

27. Teddi Breaux. The District properly gave Respondent Breaux a seniority date of September 1, 2004. She had a 50 percent temporary contract for the school years 1999-2000 and 2000-2001. In 2001-2002, she held a 50 percent job share assignment at her request. She began the 2002-2003 school year in the same status, but later that year her job share partner went on maternity leave so Respondent Breaux served as a long-term substitute for her partner. That year she served 50 percent of the school year in her job share role and 30 percent replacing her job share partner who was on leave. She had an emergency permit at the time. She was assigned temporary status in 2002 not because she had less than a full credential, but because she was replacing a teacher on leave. Therefore, the *Bakersfield* case does not apply to Respondent Breaux. In the following school year, 2003-2004, Respondent Breaux again served, at her request, in a 50 percent assignment. The District did not classify her as a probationary employee until 2004-2005, when she requested and was assigned to a full-time assignment. Because she did not serve at least 75 percent of the school days in the school year preceding her first year of probationary service (2004-2005), she was not eligible to have her prior school year accrue toward her tenure (Ed. Code, §§ 44909, 44914 and 44918).

The Long-Term Substitute Respondents

28. Respondents Alva, Brady, Breaux, Chavez, Didier and Fabela (other findings regarding Ms. Fabela are also made in the next section) contend that the District failed to properly treat their time worked as long-term substitutes as probationary service. They argue that under the default rules of *Kavanaugh* and *Bakersfield*, they should be deemed probationary employees for the school years in question and their seniority dates similarly adjusted.

⁸ In *Bakersfield*, the court held that it is improper for a school district to classify a teacher as temporary simply because she has less than a full credential. By default, teachers in such a situation, who were not properly qualified to be assigned permanent or substitute status, should be classified as probationary employees and accrue seniority and the right to participate in layoff cases.

29. For the reasons discussed above, it was not established that *Kavanaugh* and *Bakersfield* apply to Respondents Brady or Breaux.

30. Kelly Chavez. Although Respondent Chavez worked 162 school days during the 2006-2007 school year, the majority of those days were served as a day-to-day substitute teacher for various other teachers, rather than as a long-term substitute replacing a teacher on extended leave. Under the circumstances, it was not established that she is entitled to the protections of the *Kavanaugh* and *Bakersfield* cases. In any event, the District seeks to exempt Respondent Chavez from layoff.

31. Martha Didier. There was insufficient evidence to establish that Respondent Didier worked 75 percent of the days of the preceding school year in question so as to entitle her to accrue tenure under Education Code sections 44909, 44914 and 44918; or that her work experience entitled her to the protections of the *Kavanaugh* and *Bakersfield* cases.

32. Elizabeth Alva's Seniority Date. Respondent Alva was given a seniority date of August 30, 2006. Respondent Alva contends she should have an earlier seniority date of September 5, 2003, based on the fact that she served the 2003-2004 school year as a temporary, long-term substitute employee. Insufficient evidence was presented to establish that Respondent Alva began her long-term substitute service before being issued a written contract or that other circumstances occurred that would bring her within the protections of the *Kavanaugh* or *Bakersfield* cases. Thus, she is not entitled to default probationary status as of September of 2003. Respondent Alva did serve at least 75 percent of the 2003-2004 school year in her long-term capacity. However, she served the following school year, 2004-2005, as a temporary, long-term substitute replacing a teacher on a leave of absence. The same is true of her service in the 2005-2006 school year. It was not established that circumstances in the 2004-2005 or 2005-2006 school years warrant Respondent Alva receiving default probationary status in those school years. Thus, the fact that Respondent Alva served at least 75 percent of the 2003-2004 school year is of no moment when the succeeding school year (2004-2005) was not served in a probationary status. Therefore, Education Code sections 44909, 44914 and 44918 do not result in Respondent Alva capturing more time toward tenure as she suggests. No reason was established to adjust her seniority date.

33. Respondent Alva's Competency to Teach in an Alternative School. The District seeks to exempt Respondent Alva from the order of layoff because she has previously been granted an authorization to teach in the Bridges alternative school. Pursuant to Education Code section 44865, a school district can grant an authorization to teach in an alternative school if the teacher has a valid credential and consents to that assignment. Respondent Alva holds a multiple subject credential. Although there are more senior Respondents who have a credential similar to Respondent Alva's, none of those other Respondents have previously been granted an authorization under section 44865 to teach in an alternative school. The District has thus presented evidence sufficient to establish that Respondent Alva possesses a special fitness to teach in the Bridges alternative school of

which no more senior Respondent possesses.⁹ Respondents, in turn, presented no evidence indicating that a more senior Respondent has a special fitness to teach in an alternative school or has previously consented to such an assignment. Under these circumstances, the District correctly determined that no more senior Respondent has the competency to bump into Respondent Alva's position. Thus, she is not subject to layoff, even with the seniority date assigned to her by the District.

The Categorical Service Respondents

34. Respondents De Anda, Fabela, Guzman, Sepulveda, and Stirrett contend their seniority dates should be changed back to those dates reflected on the District's Seniority List presented on the first hearing day, because they should be granted a seniority date commensurate to when they began service in categorically funded positions.

35. With the exception of Respondent De Anda, these Respondents would still be subject to layoff even if their argument is accepted. The result of the changes they suggest would only impact their order of layoff and recall rights.

36. These Respondents' argument is without merit. During the school years in question, these Respondents were properly employed pursuant to Education Code section 44909 in temporary positions that were categorically funded.¹⁰ A certificated employee may not become probationary solely through teaching in a categorically funded position; such an employee may be considered a probationary employee only after the categorical funding ends. Thus, there is no reason to treat a categorically funded employee differently than other temporary employees.¹¹ In this case, although the involved Respondents later transitioned to other, non-categorical assignments, it was not established that those moves were because the categorical funding ended. Since Respondents were properly classified as temporary employees, their argument is not persuasive that the *Bakersfield* case applies to them. Moreover, they were not classified as temporary employees at the relevant times because they had less than full credentials, as was the problem resolved in *Bakersfield*.

Overall Findings

37. The Board's decision to reduce or discontinue the above-described particular kinds of services was neither arbitrary nor capricious, and was a proper exercise of its discretion.

⁹ *Bledsoe v. Biggs Unified School District* (2008) 170 Cal.App.4th 127.

¹⁰ *Zalac v. Governing Board of the Ferndale Unified School District* (2002) 98 Cal.App.4th 838.

¹¹ *Schnee v. Alameda Unified School District* (2004) 125 Cal.App.4th 555, 559-564.

38. The cause for reducing and/or eliminating the above-described particular kinds of services relates solely to the welfare of the schools in the District and its pupils.

39. No permanent certificated employee with less seniority will be retained to render a service that the Respondents are certificated and competent to render.

LEGAL CONCLUSIONS

1. All notice and jurisdictional requirements of Education Code sections 44949 and 44955 were met. (Factual Findings 1-7.)

2. The services identified in Resolution No. 06-08-09 are particular kinds of services that can be reduced or discontinued pursuant to Education Code section 44955. The Board's decision to reduce or discontinue the identified services was neither arbitrary nor capricious, and was a proper exercise of its discretion. Services will not be reduced below mandated levels. Cause for the reduction or discontinuation of those particular services relates solely to the welfare of the District's schools and pupils within the meaning of Education Code section 44949. (Factual Findings 1-38.)

3. Cause exists to reduce the number of certificated employees of the District due to the reduction and discontinuation of particular kinds of services. (Factual Findings 1-38.)

4. The resignations of former employees Whaley and Rubio are positively assured attrition and must be accounted for purposes of determining the number and order of the layoffs. The two vacant positions attributed to Whaley and Rubio should be used to reduce the number of permanent and probationary staff impacted by this proceeding. The District should determine the two most senior Respondents with multiple subject credentials and dismiss the Accusations against them. (Factual Finding 10.)

5. Pursuant to agreement of the parties, the Accusation against Respondent Lauren Morris should be dismissed. (Factual Finding 16.)

6. Temporary teachers may be released at the pleasure of the governing school board. (Ed. Code, § 44949, subd. (a).) The statutory layoff provisions therefore do not apply to them. (Ed. Code, § 44949, subd. (a); *Zalac v. Governing Board of the Ferndale Unified School District* (2002) 98 Cal.App.4th 838.) The Respondents who the District properly classified as temporary employees are not subject to the protections of Education Code sections 44949 and 44955. The Accusations against them should be dismissed, as the District has already provided them with appropriate notices of non-reelection for the following school year. (Factual Findings 1-38.)

7. No junior certificated employee is scheduled to be retained to perform services that a more senior employee is certificated and competent to render. (Factual Findings 1-39.)

ORDER

1. The two vacant positions attributed to former employees Whaley and Rubio shall be used to reduce the number of permanent and probationary staff subject to layoff. The District shall determine the two most senior Respondents with multiple subject credentials and dismiss the Accusations against them. Those two Respondents shall not be given notice that their services are not required for the 2009-2010 school year.

2. The Accusation against Respondent Lauren Morris is dismissed. She shall not be given notice that her services are not required for the 2009-2010 school year.

3. The Respondents denoted on Attachment 1 with an “x” next to their names are exempted from the order of layoff and shall not be given notice that their services are not required for the 2009-2010 school year.

4. The Respondents denoted on Attachment 1 with a “t” next to their names are temporary employees who are not subject to this layoff proceeding. The Accusations against them shall be dismissed.

5. The Accusations are sustained against the remaining Respondents (other than the two Respondents described in Order number 1 above). Notice shall be given to those Respondents that their services will not be required for the 2009-2010 school year, and such notice shall be given in inverse order of seniority.

Dated: June 8, 2009

ERIC SAWYER
Administrative Law Judge
Office of Administrative Hearings

ATTACHMENT 1: List of Respondents

1.	Almanza, Christopher	x
2.	Alva, Elizabeth	x
3.	Baca, Helen	t
4.	Brady, Sarah	t
5.	Breaux, Teddi	
6.	Castanos, Charlotte	t
7.	Chavez, Kelly	x
8.	Coleman, Michelle	t
9.	Collins, Althea	t
10.	Comstock, Diana	t
11.	Corrales, Joanna	x
12.	Davis, Nichol	x
13.	De Anda, Virginia	
14.	Didier, Martha	t
15.	Drake, Amy	
16.	Fabela, Mary	
17.	Folino, Steven	t
18.	Guzman, Stella	
19.	Lopez, Adriana	t
20.	Lopez, Valerie	x
21.	Mackay, Michelle	
22.	McCabe, Timothy	
23.	Morris, Lauren	
24.	Perry, Gail	t
25.	Pineda, Keisa	t
26.	Raus, Victoria	
27.	Relf, Whitney	x
28.	Resendez, Jennifer	t
29.	Sanchez, Oscar	t
30.	Santiago, Patricia	
31.	Sepulveda, Carol	
32.	Shea, Gail	
33.	Stirrett, Stacy	
34.	Sunyogh, Allison	t
35.	Tyler, Heather	
36.	Valenzuela, Abigail	t
37.	Venzke, Lisa	x
38.	Volkov, Tracy	t
39.	Walker, Raymond	x
40.	Wallace, Cheryl	